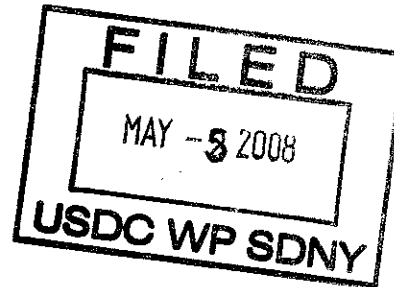


DAVID T. MALOOF (DM 3350)
THOMAS M. EAGAN (TE 1713)
MALOOF & BROWNE LLP
411 Theodore Fremd Avenue - Suite 190
Rye, New York 10580
(914) 921-1200
Attorneys for Plaintiff



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
OSIRIS MARINE AND GENERAL INSURANCE :
COMPANY LIMITED, :

Plaintiff, :

-against- :

THE FOURTEEN FLORENCE STREET CORP. :
a/k/a FLORENCE WAREHOUSE, INC. and :
MECCA & SONS TRUCKING CORP., :

Defendants. :
-----X

JUDGE DANIELS

08 CIV. 4232

**COMPLAINT AND
JURY TRIAL DEMAND**

Plaintiff, Osiris Marine and General Insurance Company Limited ("Osiris" or "Plaintiff"), by its attorneys, Maloof Browne & Eagan LLC, for its Complaint, alleges on information and belief as follows:

1. All and singular the following premises are true and constitute claims arising within the diversity jurisdiction of the Court, pursuant to 28 U.S.C. § 1332, as hereinafter more fully appears.

2. At all times material hereto, Osiris was and is a company organized and existing under and by virtue of the laws of Gurnsey, having its principal place of business in Gurnsey and the insurer of the shipment that is the subject of the present action, as more fully described herein.

3. At all times material hereto, Defendant The Fourteen Florence Street Corp. a/k/a Florence Warehouse, Inc. ("Fourteen Florence") was and is a corporation organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business in Jersey City, New Jersey. At all material times hereto Defendant Fourteen Florence was and is engaged in business as an interstate carrier and/or warehouseman of goods for hire.

4. At all times material hereto, Defendant Mecca & Sons Trucking Corp. ("Mecca"), was and is a corporation organized and existing under and by virtue of the laws of the State of New Jersey, having its principal place of business in Jersey City, New Jersey. At all times material hereto Defendant Mecca was and is engaged in business as an interstate carrier and warehouseman of goods for hire.

5. The amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

6. Venue is proper in the Southern District of New York, pursuant to 28 USC § 1391 (a)(3), and (c) on the basis that the Defendants, for purposes of the statute, resides in the Southern District of New York by virtue of the fact that they did and continue to regularly do business in this district.

7. Prior to August 7, 2007, various consignments of coffee owned by Plaintiff's assured, as identified more fully in Schedule A attached hereto, were delivered and entrusted in good order and condition to Defendants Fourteen Florence and Mecca.

8. Defendants accepted said Shipment, and, in consideration of charges paid and/or agreed to be paid, further agreed and undertook to safely store said Shipment in good order and condition.

9. Defendants' handling of the said Shipment was to be performed subject to the requirements of applicable contract and law.

10. The Shipment owned by plaintiff's assured and delivered to Defendants all was damaged during the time within which the Shipment was being stored in Defendants' warehouse.

11. The said Shipment was outturned on approximately October 11, 2007, but not in like good order and condition as when received by Defendants. On the contrary, said Shipment was delivered short because a portion of the shipment was seriously damaged by water and delays in notifying the plaintiff's assured about the damage, and was salvaged at a fraction of the Shipment's fair market value.

12. Defendants' failure to deliver the complete said Shipment in same condition as tendered was in violation of Defendants' obligations and duties as carriers and/or warehousemen.

13. As a result, plaintiff was obligated to pay its assured substantial sums. Plaintiff brings this action on its own behalf and as agent and trustee on behalf of and for the interest of all parties interested in and who were damaged as a result of the loss of the said Shipment, as their respective interests may ultimately appear, and is duly entitled to maintain this action.

14. Plaintiff and its assured has performed all conditions on their parts to be performed.

15. By reason of the foregoing, Plaintiff has sustained substantial damages, no part of which has been paid by Defendants, although duly demanded, in a sum estimated to be or exceed U.S. \$173,000.

FIRST CAUSE OF ACTION

BREACH OF CONTRACT
(As To Both Defendants)

16. Plaintiff incorporates herein by reference the allegations of paragraphs 1 through 15 above.

17. Plaintiff's assured entered into a contract with Defendants to receive and store the Shipment in anticipation of ultimate delivery to the consignee.

18. Defendants breached said contract by failing to re-deliver the Shipment in like good order and condition.

19. As a result of the breach, the Defendants have caused damage as alleged herein to Plaintiff and are liable to Plaintiff for such damages in an amount estimated to be or exceed U.S. \$173,000.

SECOND CAUSE OF ACTION

TORT DAMAGE TO PROPERTY – NEGLIGENCE
(As To Both Defendants)

20. Plaintiff incorporates herein by reference the allegations of paragraphs 1 through 19 above.

21. Defendants willfully, recklessly, negligently or with gross negligence failed to exercise the degree of care in relation to said Shipment that a reasonably careful man would exercise under like circumstances, and/or willfully, recklessly, negligently and/or with gross negligence failed to take adequate precautions for the Shipment such as were reasonably required and would be sufficient to prevent damage to said Shipment.

22. The said Shipment suffered loss as alleged herein, as a proximate result of Defendants' said willful, reckless, negligent and/or grossly negligent conduct.

23. Defendants are accordingly liable to Plaintiff in an amount estimated to be or exceed U.S.\$173,000.

THIRD CAUSE OF ACTION

BREACH OF BAILMENT OBLIGATIONS

24. Plaintiff incorporates herein by reference the allegations of paragraphs 1 through 23 above.

25. Defendants were, at all relevant times, acting as bailees of or otherwise had a duty to care for the Shipment at the time it was damaged. Defendants thereby, or through their contractors, agents, servants, or sub-bailees, warranted and had a legal duty to safely keep, care for, and deliver the said Shipment in the same condition as when entrusted to them, and/or to perform their services or to ensure that those services were performed with reasonable care and in a non-negligent and workmanlike manner. Defendants breached those obligations and negligently failed to deliver to Plaintiff's assured or its designee the said Shipment in as complete and good condition as when entrusted to them.


26. By reason of the foregoing, the Defendants have caused damage as alleged herein to Plaintiff, and to the others on whose behalf Plaintiff sues, and are liable to Plaintiff for such damages in an amount estimated to be or exceed U.S.\$173,000.

WHEREOF, Plaintiff prays:

1. That process in due form of law may issue against the Defendants citing it to appear and answer all and singular the matters aforesaid;
2. That judgment may be entered in favor of Plaintiff against Defendants on each of the Causes of Action for the amount of Plaintiff's damages, together with interest and costs and the disbursements of this action;
3. That this Court will grant to Plaintiff such other and further relief as may be just and proper.

Dated: Rye, New York
May 2, 2008

MALOOF BROWNE & EAGAN LLC

By: 
David T. Maloof (DM 3350)
Thomas M. Eagan (TE 1413)
411 Theodore Fremd Avenue, Suite 190
Rye, New York 10580
Tel: (914) 921-1200
Fax: (914) 921-1023
Email: dmaloof@maloofandbrowne.com
teagan@maloofandbrowne.com
Attorneys for Plaintiff

JURY DEMAND

Plaintiffs demand a jury trial on all triable issues raised in the pleadings.

Dated: Rye, New York
May 2, 2008

MALOOF BROWNE & EAGAN LLC

By: 

David T. Maloof (DM 3350)

Thomas M. Eagan (TE 1713)

411 Theodore Fremd Avenue - Suite 190

Rye, New York 10580

(914) 921-1200

Attorneys for Plaintiff

To: Florence Warehouse
580 Marin Blvd
Jersey City, NJ 07301

Coffee Division

Mecca Trucking
580 Marin Blvd.
Jersey City, NJ 07301

In regard to the following water damaged coffees:

FLORENCE DAMAGED									
Cargo #	Receipt date	Dreyfus P #	Exchange #	Whse	Description	Container	Marks	Quantity	bags
F-198	4/23/2007	P-15798		3	GUATEMALA COFFEE	IVLU 9563309	11/30/145	250	15
F-224	5/7/2007	P-15488		3	GUATEMALA COFFEE	CLHU 2218550	11/30/193	275	30
F-228	5/7/2007	P-15488		3	GUATEMALA COFFEE	GSTU 4847642	11/30/193	275	20
F-006	3/8/2007	P-15830		3	PERU COFFEE	EISU 3659250	30-569-0281	275	40
F-008	3/8/2007	P-15830		3	PERU COFFEE	EMCU 3260903	30-569-0281	275	21
F-010	3/8/2007	P-15830		3	PERU COFFEE	GLDU 3033375	30-569-0281	275	20
F-012	3/8/2007	P-15830		3	PERU COFFEE	FSCU 3663670	30-569-0281	275	17
F-014	3/8/2007	P-15830		3	PERU COFFEE	INBU 3640335	30-569-0281	275	20
F-016	3/8/2007	P-15830		3	PERU COFFEE	FSCU 7321629	30-569-0281	275	16
F-018	3/12/2007	P-15840	Jul-61	3	PERU COFFEE	EISU 3737898	0655	275	21
F-020	3/12/2007	P-15840	Jul-62	3	PERU COFFEE	TGHU 3416370	30-569-0659	275	20
F-022	3/12/2007	P-15840	Jul-63	3	PERU COFFEE	UESU 2441976	30-569-0657	275	50
F-024	3/12/2007	P-15848	Jul-64	3	PERU COFFEE	EISU 3660158	30/569/0664	275	30
F-026	3/12/2007	P-15848		3	PERU COFFEE	EISU 3738050	30/569/0670	275	15
F-028	3/12/2007	P-15848	Jul-65	3	PERU COFFEE	EISU 3738955	30/569/0669	275	30
F-030	3/12/2007	P-15840		3	PERU COFFEE	EISU 3737943	30-569-0656	274	46
F-034	3/12/2007	P-15848		3	PERU COFFEE	EISU 3748790	30/569/0665	275	40
F-038	3/12/2007	P-15848		3	PERU COFFEE	EISU 3737917	30/569/0666	275	16
F-042	3/12/2007	P-15848		3	PERU COFFEE	EISU 3738322	30/569/0671	275	16
F-044	3/12/2007	P-15848	Jul-71	3	PERU COFFEE	EMCU 3508100	30/569/0668	275	32
F-046	3/12/2007	P-15837		3	PERU COFFEE	GESU 2525775	30-569-0649	275	40

SCHEDULE A

CARGO CLAIM DOCS

F-048	3/12/2007	P-15837	Jul-42	3	PERU COFFEE	EISU 3154736	30-569- 0653	275	40
F-050	3/12/2007	P-15837	Jul-44	3	PERU COFFEE	IMTU 3002718	30-569- 0648	275	30
F-052	3/12/2007	P-15848		3	PERU COFFEE	GLDU 3154736	30/569/0667	275	27
F-054	3/12/2007	P-15837		3	PERU COFFEE	UESU 2383442	30-569- 0651	275	40
F-058	3/12/2007	P-15837	Jul-46	3	PERU COFFEE	EISU 3702340	30-569- 0650	275	40
F-062	3/12/2007	P-15837	Jul-47	3	PERU COFFEE	FCIU 2026241	30-569- 0652	275	40
F-100	3/20/2007	P-15868	Jul-72	3	PERU COFFEE	TGHU 0206323	30-569- 0682	275	40
F-106	3/20/2007	P-15868	Jul-73	3	PERU COFFEE	CVCU 2094074	30-569- 0687	275	40
F-108	5/10/2007	P-15868	Jul-74	3	PERU COFFEE	EISU 3720982	30-569- 0683	275	30
F-110	3/22/2007	P-15811		3	PERU COFFEE	EISU 3711379	30/569/0690	250	40
F-112	3/20/2007	P-15868	Jul-76	3	PERU COFFEE	EISU 3655320	30-569- 0684	275	40
F-114	3/22/2007	P-15868		3	PERU COFFEE	EMCU 3520791	30/569/0690	250	40
F-116	3/20/2007	P-15868	Jul-77	3	PERU COFFEE	UESU 2437512	30-569- 0688	275	40
F-118	3/20/2007	P-15868	Jul-78	3	PERU COFFEE	TGHU 0206344	30-569- 0681	275	40
F-120	3/22/2007	P-15811		3	PERU COFFEE	EISU 3733104	30/569/0690	250	40
F-122	3/20/2007	P-15868		3	PERU COFFEE	UESU 2182896	30-569- 0678	275	40
F-124	3/20/2007	P-15868	Jul-80	3	PERU COFFEE	XINU 1054384	30-569- 0685	275	40
F-126	3/22/2007	P-15811		3	PERU COFFEE	GESU 2709617	30/569/0690	250	40
F-128	3/27/2007	P-15899	Jul-81	3	PERU COFFEE	EISU 3739416	30/569/0693	275	40
F-130	3/27/2007	P-15899	Jul-82	3	PERU COFFEE	FCIU 2566358	30/569/0696	275	50
F-132	3/27/2007	P-15899	Jul-83	3	PERU COFFEE	EMCU 3538091	30/569/0695	275	30
F-134	3/27/2007	P-15899	Jul-84	3	PERU COFFEE	TGHU 0260860	30/569/0699	275	40
F-136	3/27/2007	P-15899	Jul-85	3	PERU COFFEE	TGHU 2674513	30/569/0692	275	40
F-138	3/27/2007	P-15899	Jul-86	3	PERU COFFEE	LTIU 3014856	30/569/0698	275	40
F-140	3/27/2007	P-15899	Jul-87	3	PERU COFFEE	TGHU 3309388	30/569/0697	275	40
F-148	3/27/2007	P-15899	Jul-88	3	PERU COFFEE	EISU 3720909	30/569/0694	275	40
F-156	4/5/2007	P-16057	Jul-41	3	PERU COFFEE	EMCU 3372117	30-569- 0710	275	40
F-158	4/5/2007	P-16057	Jul-42	3	PERU COFFEE	FCIU 2690857	30-569- 0706	275	40

F-160	4/5/2007	P-16057		3	PERU COFFEE	EMCU 3522670	30-569- 0709	275	40
F-162	4/5/2007	P-16057	Jul-44	3	PERU COFFEE	TGHU 0202884	30-569- 0711	275	40
								13899	

On behalf of Louis Dreyfus Coffee, Term Commodities, and all other interested parties and underwriters as their interests may ultimately appear, we hereby make claim upon your company for the loss and damage to the referenced coffee while stored in your warehouse (which you allege resulted from severe weather on August 8, 2007), including your failure to timely notify us of the damage, and demand payment of USD 201,233.38.

Rgds,
David Marker
Louis Dreyfus Coffee
20 Westport Road
Wilton CT 06877

